

After recording return to:

The City of Seattle  
c/o Department of Neighborhoods  
Attn: Sarah Sodt, Historic Preservation Officer  
P.O. Box 94649  
Seattle, WA 98104

**COVENANTS FOR  
LANDMARK TRANSFERABLE DEVELOPMENT POTENTIAL**

Grantor: VINEYARD CHRISTIAN FELLOWSHIP OF SEATTLE

Grantee: THE CITY OF SEATTLE

Legal Description:

1. Lots 23 & 24, Block 14, Brooklyn Addition to the City of Seattle according to the Plat recorded in Volume 7 of Plats, page 32, Records of King County, Washington.

Assessor's Property Tax Parcel Account Number(s): 1142001510

Reference numbers of related documents: NOT APPLICABLE

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 between **VINEYARD CHRISTIAN FELLOWSHIP OF SEATTLE**, a Washington Non-profit Corporation (“Grantor”), and **THE CITY OF SEATTLE**, a Washington municipal corporation acting through its Department of Neighborhoods (the “City”).

## **RECITALS**

**A.** Chapter 23.45 of the City’s Land Use Code (“Land Use Code”) authorizes the transfer of Transferable Development Potential (“TDP”) from certain structures designated as landmarks pursuant to the Landmark Preservation Ordinance, Chapter 25.12 (“Landmarks Ordinance”) of the Seattle Municipal Code (“SMC”).

**B.** Grantor is the owner of the structure commonly known as the University Methodist Episcopal Church (the “Building”), which is located at 4142 Brooklyn Avenue NE in Seattle’s University District neighborhood, King County, Washington, in the Midrise zone (the “Property”). The legal description of the Property is included on **Exhibit A** attached and incorporated by this reference.

**C.** The Building is a designated City of Seattle Landmark, as stated in Ordinance No. 110350, and is eligible to participate in the City’s Landmark TDP program pursuant to the Land Use Code.

**D.** Grantor has renovated, repaired, and maintained the Building in accordance with one or more Certificates of Approval issued by the Seattle Landmarks Preservation Board (the “Board”).

**E.** The Land Use Code makes execution and recording of an agreement to restore and maintain historically significant features of a Landmark structure a condition for a property to qualify for transfer of Landmark TDP. This Agreement is being entered into to satisfy that condition of the Land Use Code.

**F.** Grantor enters into this Agreement freely and voluntarily.

## **COVENANTS**

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the Grantor grants in favor of the City the covenants and negative easements set forth below, and the parties acknowledge and agree as follows:

**1. AMOUNT OF TDP AND EFFECT OF TRANSFER.**

A. The Seattle Department of Construction and Inspections (“SDCI”) has determined that the amount of TDP attributable to the Property and available for transfer and sale is 30,806 square feet, as stated in the letter from SDCI attached as **Exhibit B** and incorporated by this reference, and based on the assumptions stated in that letter and as of the date thereof. The TDP available for transfer may be sold in whole or in part to any eligible buyer in accordance with the Land Use Code.

B. Grantor understands that the transfer of TDP from the Property will reduce the allowable non-exempt gross floor area that may be built on the Property pursuant to SMC Title 23. Grantor covenants not to commence or expand any non-exempt use of floor area on the Property, or permit any non-exempt use of floor area on the Property to commence or expand, contrary to the applicable terms of SMC Title 23, as applied after taking account of any transfer of TDP from the Property.

**2. CONTROLS; RENOVATION OF THE PROPERTY**

A. Controls on the Building (“Controls”) have been established through Ordinance No. 110350, a copy of which is attached as **Exhibit C** and incorporated by this reference. The features described in Section of 2 of the Ordinance are referred to as “Designated Features” and the controls established pursuant to the Ordinance are referred to as the “Controls.” The Ordinance continues to apply to the Building and Property.

B. The exterior of the Building is in good condition and repair and does not have a present need for further rehabilitation as a condition to the transfer of TDP.

**3. MAINTENANCE AND REPAIR.**

Grantor shall maintain the site, and the exterior and interior of the Building in good condition and repair, reasonable wear and tear excepted, in a manner that preserves the Designated Features consistent with the Controls and Certificates of Approval; and shall neither commit nor suffer any waste; and shall promptly comply with all requirements of federal, state, and local laws, ordinances, regulations, covenants, conditions, and restrictions respecting the Property. It shall be the obligation of Grantor, at Grantor’s sole cost, to perform maintenance and repair to the full extent necessary to avoid any need to remove, demolish, or alter any Designated Features due to damage or deterioration from any cause other than fire, earthquake, or other casualty. The extent to which any casualty requires modification, removal, or demolition of Designated Features shall be subject to review under the Landmarks Ordinance.

**4. LANDMARK DESIGNATION AND CONTROLS.**

A. Grantor agrees that the Building shall remain designated as a Seattle Landmark and that Grantor shall not apply for any removal of designation after the transfer of TDP. Further, the Building shall remain subject to the Controls and to any restrictions contained in the Certificate of Approval after the transfer of TDP.

B. Grantor further agrees not to physically remove, demolish, or cover any Designated Features without first obtaining a new certificate of approval issued by the Board. Grantor shall remain entitled to seek certificates of approval from the Board for modifications to Designated Features consistent with the historic character of the Building. Further, Grantor shall remain entitled to contest Board decisions on certificates of approval based on the appeal procedure in the Landmarks Ordinance.

**5. REMEDIES; ENFORCEABILITY.**

A. If there is a violation by Grantor of any of the provisions of this Agreement, the City may notify Grantor in writing of the violation. Grantor shall have 30 days from the date of notice to cure the violation, failing which Grantor shall be in default.

Notwithstanding the foregoing, if the violation is of such a nature that it may not practicably be cured within 30 days, the City shall not be entitled to exercise its remedies so long as Grantor commences cure of such violation within the 30-day period and diligently pursues the cure to completion within 90 days of the City's notice, unless the period is extended by written agreement of the City.

If Grantor does not cure within the 30-day period or commence to cure the violation within the 30-day period, as applicable, and complete the cure within the 90-day period (or any extension granted by the City), the City may, in its discretion, pursue any and all remedies provided by this Agreement or available at law or in equity. Grantor agrees that the remedies shall include, to the full extent available under applicable law and without limitation, specific performance, preliminary and permanent injunctive relief, appointment of a receiver on an interim or permanent basis, monetary damages, and the costs of any repairs or other actions reasonably necessary with respect to the Property including the reasonable value of any services provided by City employees in connection this Agreement.

B. No waiver of any breach or violation shall be binding unless in writing signed by the City and no waiver or delay in enforcing the provisions of this Agreement as to any breach or violation shall impair, damage, or waive the right of the City to obtain relief or recover for the continuation or repetition of the breach or violation or any similar breach or violation at any later time or times.

**6. REPRESENTATIONS AND WARRANTIES; NO CONFLICT WITH OTHER DOCUMENTS.**

Grantor represents and warrants it is the sole owner of the Property; that it has full power and authority to enter into and perform this Agreement; that this Agreement represents the valid, binding obligation of Grantor enforceable in accordance with its terms; and that no other agreement or instrument encumbering the Property contains terms that are contrary to the terms of this Agreement or requires any consent or approval for the execution or delivery of this Agreement, except for any consent or approval that has been duly granted.

**7. CHOICE OF LAW.**

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

**8. CAPTIONS.**

The section captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**9. GENDERS.**

The use of any gender shall be deemed to include any other gender, and the use of the singular shall be deemed to include the plural and vice versa, wherever appropriate.

**10. RECORDING AND BINDING EFFECT.**

A. Grantor shall record this Agreement with the King County Recorder as an encumbrance on the Property within 10 working days after the date of this Agreement. The provisions shall not be amended or revised except by an instrument in writing duly executed by the City and Grantor or their successors and duly recorded. This Agreement shall not be terminated except by an instrument in writing authorized and executed by the City.

B. Grantor agrees that the restrictions on modifications in this Agreement shall burden the Property as negative easements, for the benefit of the City.

C. References to "Grantor" shall include its successors and assigns. The parties agree that this Agreement shall run with the land in perpetuity and shall bind Grantor and its heirs, successors, and assigns as owners of the Property or any interest therein, in perpetuity.

**11. SEVERABILITY.**

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions.

**12. DELIVERY OF NOTICE.**

Any notice or other document required by this Agreement to be delivered to a party shall be deemed delivered two business days after mailing, postage prepaid, or upon personal delivery. Delivery to the Grantor and the City shall be made to the following addresses or such other address as either party shall provide to the other by written notice in accordance with this Section:

Grantor:

Vineyard Christian Fellowship of Seattle  
4142 Brooklyn Avenue NE  
Seattle, WA 98105  
Attn: John Hix

City:

Department of Neighborhoods  
700 Fifth Ave., Suite 1700  
Seattle, Washington 98104  
Attn: Historic Preservation Officer

**13. ENTIRE AGREEMENT.**

This Agreement, including any exhibits, attachments, and documents incorporated by reference contains the entire Agreement and understanding of Grantor and the City with respect to the subject matter of this Agreement.

**14. LANDMARKS ORDINANCE.**

The obligations of Grantor are in addition to, and not in substitution for, Grantor's obligations under the Landmarks Ordinance and the related Controls. No consent or approval of the City by this Agreement shall operate to waive or otherwise affect the need for consents or approvals from the Board.

**15. ACCEPTANCE OF AGREEMENT; EFFECT OF CHANGES.**

The City accepts this Agreement as complying with the Land Use Code provisions in effect as of the date of this Agreement that are applicable to transferring TDP from the Property, including without limitation transferring the TDP for use consistent with applicable Land Use Code provisions, by a deed in proper form, duly executed, acknowledged, and recorded.

If there is any change in the Land Use Code or any applicable law prior to the transfer

of TDP from the Property, including any re-transfer of any TDP that may revert to the Property for any reason, any or all of the following may occur: the amount of TDP transferable from the Property (if any) may change; additional conditions may apply, which may require amendment to this Agreement; or the terms on which TDP may be held or used by the transferee may change.

The use of any TDP transferred from the Property is subject to the applicable provisions of the Land Use Code for the receiving lot effective on the date as of which, under applicable law, the provisions of the Land Use Code then in effect apply to the transferee's application for a permit from the City for the development intended to use the TDP.

*[Signature page follows]*

**EXECUTED** as of the day and year first above written.

Grantor:

VINEYARD CHRISTIAN FELLOWSHIP OF SEATTLE,  
a Washington Non-profit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City:

THE CITY OF SEATTLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_, Department of Neighborhoods  
Date: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of VINEYARD CHRISTIAN FELLOWSHIP OF SEATTLE, a Washington Non-profit corporation, the entity that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Department of Neighborhoods of The City of Seattle, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## **EXHIBIT A**

### LEGAL DESCRIPTION OF PROPERTY

Lots 23 & 24, Block 14, Brooklyn Addition to the City of Seattle according to the Plat recorded in Volume 7 of Plats, page 32, Records of King County, Washington.

**EXHIBIT B**

**SDCI TDP CERTIFICATION LETTER**

[Attached]



ELLEN MIRRO  
 1212 NE 65TH ST  
 SEATTLE, WA 98115

Re: Project #3036339-AN

**Transfer of Development Potential Determination**

**Review Type** ZONING  
**Project Address** 4142 BROOKLYN AVE NE  
 SEATTLE, WA 98105  
**Contact Email** ELLEN@TJP.US  
**SDCI Reviewer** Branin Burdette  
**Reviewer Phone** (206) 733-9694  
**Reviewer Email** branin.burdette@seattle.gov  
**Owner**

**Date** September 04, 2020  
**Contact Phone** (206) 523-1618

**Address** Seattle Department of Construction and Inspections  
 700 Fifth Ave  
 Suite 2000  
 P.O. Box 34019  
 Seattle, WA 98124-4019

As requested, you have asked SDCI to evaluate the approved uses at 4142 Brooklyn Ave NE to determine if there is allowable floor area that can be transferred to a receiving site. I have reviewed your proposal against SMC 23.48.620 and 23.48.623 and have determined the following:

1. Per Table A of 23.48.623, the existing landmark structure at 4142 Brooklyn Ave NE is an eligible sending site location.
2. The established uses within the existing building include religious facility, restaurant, retail and a school.
3. For purposes of TDP evaluation, SDCI will review the square footage associated with the religious facility as a community center to be consistent with the Religious Land Use Institutionalized Persons Act.
4. The base FAR for this site is 4.75 and the parcel is 8,240 square feet. This allows for a building(s) of up to 39,140 square feet.
5. The existing landmark structure has an FAR of 2.19 or 17,811 square feet of gross floor area.
6. The classrooms and religious facility/community center are exempt from chargeable floor area per SMC 23.48.620.C.
7. All gross floor areas associated with any other use and general purpose areas within the building is classified as chargeable floor area and total 8,334 square feet.
8. Based on the chargeable floor area of 8,334 square feet, this lot has a sending potential of **30,806 square feet** (39140-8334 = 30806).
9. The owner/applicant has the three following options as it relates to this available gross floor area:
  - a. With authorization from both the Department of Neighborhoods (DON) and SCDI, an addition to the existing landmark structure could be proposed of up to 30,806 square feet without having to incorporate any incentives per SMC 23.48.622.
  - b. The entire 30,806 square feet can be transferred to a viable receiving site through the formal TDP/R process.
  - c. A portion of the 30,806 square feet can be transferred to a viable receiving site through the formal TDP/R process and the remaining allowable square footage would remain affixed to the sending lot for potential future uses.

Thank you.

Branin Burdette

**EXHIBIT C**  
**CONTROLS ORDINANCE**

[Attached]

ORDINANCE 110350

AN ORDINANCE relating to historic preservation, imposing controls upon the University Methodist Episcopal Church and Parsonage, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code (Ordinance 106348).

WHEREAS, the Landmarks Ordinance, Chapter 25.12 of the Seattle Municipal Code (Ordinance 106348), establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, engineering or geographic importance; and

WHEREAS, the Landmarks Preservation Board after a public hearing on November 19, 1978, voted to approve the nomination of the University Methodist Episcopal Church and Parsonage at 4142 and 4138 Brooklyn Avenue Northeast in Seattle as a landmark under Code Chapter 25.12; and

WHEREAS, after a public hearing on December 20, 1978, the Board voted to approve the designation of the property as a landmark under Code Chapter 25.12; and

WHEREAS, on January 21, 1981, the Board approved controls and incentives for the designated property; and

WHEREAS, the Board recommends to the City Council approval of controls and incentives; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That designation by the Landmarks Preservation Board of the University Methodist Episcopal Church and Parsonage, more particularly described as: Lots 23 and 24, Block 14, Brooklyn Addition to Seattle, as a landmark based upon satisfaction of the following criteria of Code Section 25.12.350:

- (1) It is the location of, or is associated in a significant way with, an historic event with a significant effect upon the community, city, state or nation; and
- (2) It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction; and

1 (3) Because of its prominence of spatial location,  
2 contrasts of siting, age, or scale, it is an  
3 easily identifiable visual feature of its neighborhood  
4 of the city and contributes to the distinctive  
5 quality or identify of such neighborhood or the  
6 city;

7 is hereby acknowledged.

8 Section 2. The following controls upon alteration of  
9 the landmark are hereby imposed:

10 A Certificate of Approval must be obtained or the time  
11 for denying a Certificate of Approval must have expired  
12 before the owner may make alterations to: 1) the  
13 entire exterior of both the church and parsonage; and  
14 2) the colored glass windows of the church; provided  
15 that any in-kind maintenance and repair of the above-  
16 noted features shall be excluded from the above controls.

17 Section 3. The following incentives are hereby noted  
18 as potentially available to the owner although the listing  
19 is not inclusive:

20 As a part of Code Section 24.24.020 - Special Exceptions -  
21 of the City Zoning Ordinance certain incentives are  
22 available to the owners on an application basis to  
23 permit in certain circumstances, uses not otherwise  
24 permitted within the zone in which the Landmark is  
25 located.

26 Section 4. Enforcement of this ordinance and penalties  
27 for its violation shall be as provided in Code Section 25.12.910.

28 Section 5. The City Clerk is hereby directed to record  
this ordinance with the King County Director of Records and  
Elections, deliver two copies to the City Historic Preservation

(To be used for all Ordinances except Emergency.)

Officer, 400 Yesler Building, and deliver one copy to the Director of the Department of Construction and Land Use.

Section 6. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 25<sup>th</sup> day of December, 1981, and signed by me in open session in authentication of its passage this 25<sup>th</sup> day of December, 1981. *[Signature]*  
President of the City Council.

Approved by me this 4<sup>th</sup> day of January, 1982. *[Signature]*  
Mayor.

Filed by me this 4<sup>th</sup> day of January, 1982. *[Signature]*  
Attest: *[Signature]*  
City Comptroller and City Clerk.

(SEAL)

Published..... By *[Signature]*  
Deputy Clerk.